Exhibit A, Part 2

EXHIBIT N

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY



NAME OF INSURED		COMPANY POLI	OV NUMBED		
			XSI 8544		
ROCKWELL INTERNATIONAL	CORPORATION	X81 034	STATE		ZIP
PTTTSBURGH		PENNSYI	MANTA		15222
PITTSBURGH REINSURANCE POLICY PERIOD	COMPANY POLICY	PERIOD		RENEWAL CERTIFICA	ATE NO.
10/01/82 10/01/83	10/01/82 TO 1	0/01/83			
REPLACES CERTIFICATE NO.					
ITEM 1-TYPE OF INSURANCE EXCESS UMBRELLA LI	ABILITY			,	
ITEM 2 - POLICY LIMITS & APPLICATION					
\$52,000,000 EACH OF PART OF \$115,000,00 IN EXCESS OF UNDER	00 IN EXCESS OF	\$235,000,	EGATE WHIC	ERE APPLIC H IN TURN	ABLE IS
ITEM 3 - COMPANY RETENTION					
\$49,000,000 SUBJECT					
\$3,000,000 EACH OCC PART OF \$52,000,000 \$235,000,000 WHICH) PART OF \$115,	000,000 WH	ICH IS I	N EXCESS O	F
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	X CONTRIBUTING E	XCESS		NON-CONCURRENT	
ITEM 6 - PREMIUM					-
\$2,250.00 LESS 22.	5% CEDING COMMI	SSION			
ITEM 7 - CANCELLATION NOTICE					*
90 DAYS					
FM18.0.23 (1-77)		Λ		. /	-

CONSTITUTION REINSURANCE CORPORATION

AUTHORIZED STRATURE
SENIOR VICE PRESIDENT

PM 16.0.93 (1-77)

CERTIFICATE OF REINSURANCE CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy (ies)

- The Company warrants to retain for its own account, subject to treaty Precionally warrants to retain to be seed to the seed to the seed to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurence. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith.
- B. Liability of the Reinsurer_for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to
- In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representation. אריים ביים או defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
- All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(ies) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.
- Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percent age(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- The Reinsurer will be paid or credited by the Company with its proon the reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- H. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.
- In the event of the insolvency of the Company, the reinsurance pro-In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(ies) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem evallable to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a propor-Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
- The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- K. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hitness Hiterent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

rames Johan Secretary

Hard Armais President

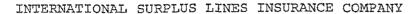
REINSURANCE ABSTR	LACT	POL # XSI	8544 EFF	ECTIVE:	10-1-0-
Treaty/ Facultative	%	e- Amount	Gross Premium	Total Ceding Crusm	Fac. Cert. #/Detail
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J B-46		7,083,305	5,312.50	27.5	
& Skandia		5,000,000	3,750	22.5	SC 30105
of INA Re		3,500,000	2,625.	.225	FRC 03 91 55
& Constitution		300000	2,250	22.5	78662
Bony		2,009,000	1,500.	22.5	C13250
& Phil Re		1000000	250	22.5	N 20913;
of Phil Mg Mut.		1,000,000	250.	22.5	
GOVPINS EX.		12,500,000	9,375.	22.5	
2 Durich Re		3,000,000	3,250.	22.5	*
Allinois Ins Ex		2,500,000	1875.	55.72	
do fluer		5,200,000	1,875.	22.5	
3 Buffalo Re		2,250,000	1,687.50	22.5	
Jag Casualty		1,750,000	1,312.50	22.5	
JA UIR		1,500,000	1,125	22.5	15
Marth River		1,000,000	20.	100	DED
Ugh Christiana		1,000,000	750.	2-0CT	'82
		52,000,000	39,000.		

LWB 6 (1/72) Code Period 12

months @

EXHIBIT O

CONSTITUTION REINSURÂNCE CORPORATION 110 WILLIAM STREET • NEW YORK, N.Y. 10038 CEDING COMPANY AND ADDRESS





NAME OF INSURED	NAME OF INSURED		CY NUMBER		
ROCKWELL INTERNATIONAL	OCKWELL INTERNATIONAL CORPORATION		29		ZIP
CITY			STATE		
PITTSBURGH BEINSURANCE POLICY PERIOD	COMPANY POLIC	PENNSY	LVANIA	ENEWAL CERTIFIC	15219 CATE NO.
10/01/83 10/01/84	10/01/83 TO	10/01/84			
REPLACES CERTIFICATE NO.			<u></u>		
ITEM 1 - TYPE OF INSURANCE					
FOLLOWING FORM EXCE	SS LIABILITY				
TEM 2 - POLICY LIMITS & APPLICATION	The state of the s				
\$28,000,000 EACH OC PART OF \$40,000,000 EXCESS OF PRIMARY I	IN EXCESS OF	N THE AGGRI \$60,000,000	EGATE WHER O WHICH IN	E APPLIC TURN IS	ABLE
ITEM 3 - COMPANY RETENTION					
ITEM 3 - COMPANY RETENTION					
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	TO FACULTATIV	E REINSURAI	NCE		
	TO FACULTATIV	E REINSURAI	NCE		
\$26,000,000 SUBJECT	TO FACULTATIV	E REINSURAI	NCE		
\$26,000,000 SUBJECT	URRENCE AND IN WHICH IN TURN	THE AGGRE	GATE WHERE	000 WHIC	H IS
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\$26,000,000 SUBJECT TEM 4-REINSURANCE ACCEPTED \$2,000,000 EACH OCC PART OF \$28,000,000 IN EXCESS OF \$60,000 INSURANCE TEM 5-BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6-PREMIUM	URRENCE AND IN WHICH IN TURN 0,000 WHICH IN	THE AGGREGIS PART OF	GATE WHERE F \$40,000, N EXCESS O	000 WHIC F PRIMAR	H IS
\$26,000,000 SUBJECT TEM 4-REINSURANCE ACCEPTED \$2,000,000 EACH OCC PART OF \$28,000,000 IN EXCESS OF \$60,000 INSURANCE TEM 5-BASIS OF ACCEPTANCE EXCESS OF LOSS TEM 6-PREMIUM	URRENCE AND IN WHICH IN TURN 0,000 WHICH IN	THE AGGREGIS PART OF	GATE WHERE F \$40,000, N EXCESS O	000 WHIC F PRIMAR	H IS

CONSTITUTION REINSURANCE CORPORATION

AUTHORIZED SIGNATURE SENIOR VICE PRESIDENT

FM 18.0.93 (1-77)

CERTIFICATE OF REINSURANCE

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer
REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(les) as follows:

- A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith.
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- C. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in ltem 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
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- G. The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- H. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.
- In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(ies) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or it receiver, liquidator, or statutory, successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
- J. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter enterection between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- K. Should the Company's policy be cancelled this Certificate shal terminate automatically at the same time and date. This Certificate may alst be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment or premium with prior written notice, one to the other, stating when thereafte the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.
- L. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Itiness Incredit, constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its Presiden and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer

cames I than secretary

Hard Armaes Presiden

IT IS AGREED THAT PART A OF THE NEXT TO LAST SENTENCE OF PARAGRAPH K OF THIS CERTIFICATE IS AMENDED TO READ:

A) THE DATE WRITTEN NOTICE IS MAILED PLUS THE NUMBER OF DAYS REQUIRED TO CANCEL THE COMPANY'S POLICY REINSURED HEREBY PLUS THIRTY DAYS, NOT TO EXCEED 90 DAYS IN ALL;

This endorsement forms a part of and is for attachment to the following described certificate of reinsurance issued by the company designated therein, takes effect on the effective date of said certificate of reinsurance unless another effective date is shown below, at the hour stated in said certificate of reinsurance and expires concurrently with the said certificate of reinsurance.

Must Be Completed				
ENDT. NO.	CERTIFICATE NO.			
1	363-83-63			

Complete Only When This Endorsement is Not Prepared With The Certificate Of Reinsurance Or Is Not To Be Effective With The Certificate Of Reinsurance EFFECTIVE DATE OF ISSUED TO: INTERNATIONAL SURPLUS LINES INSURANCE CO. R/I

10/1/83 ROCKWELL INTERNATIONAL CORPORATION A/C

CONTINENTAL CASUALTY COMPANY

DAW Blank Endorsement C-17093-A

Countersigned by C. D. MOLLOY

Authorized Representative

INTERMEDIARY CLAUSE

CERTIFICATE NO.	71542	ROCKWELL	INTERNATIONAL	CORPORATIO
GUY CARPENTER &				
RECOGNIZED AS THE				
EITHER PARTY TO T MITTED.	HE CERTIFICAT	E NOTED AE	SOVE ARE TO BE	I RANS-
PAYMENTS BY THE C	OMPANY TO TH	E INTERMED	NARY SHALL BE D	EEMED
TO CONSTITUTE PAY	MENT TO CON	STITUTION I	REINSURANCE COL	RPORA-
TION AND PAYMENT				
TO THE INTERMEDIA				
THE COMPANY ONLY	TO THE EXTE	NT SUCH PA	YMENTS ARE ACT	UALLY

RECEIVED BY THE COMPANY.

EXHIBIT P

CONSTITUTION REINSUMANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

North River Insurance Company



CERTIFICATE NUMBER

61627

NAME OF INSURED			RENEWAL CERTIFICATE NUMBER
Rockwell International Corpo	ara tion		Balta took delivit force to though
	STATE	ZIP	REPLACES CERTIFICATE NUMBER
Pittsburgh	Danneylymnia		
COMPANY POLICY NUMBER	Pennsylvania company polic	Y PERIOD	REINSURANCE POLICY PERIOD
XS 3551	4-1-74 to 4-	1-75	4-1-74 to 4-1-75
ITEM 1- TYPE OF INSURANCE			
Excess Liability			
ITEM 2- POLICY LIMITS & APPLICATION			
			•
\$25,000,000 each occurrence	e and in the aggre	gate where	applicable
part of \$40,000,000 excess of	of \$60,000,000		
ITEM 3— COMPANY RETENTION			
Thore o Otto rues marie room			
\$23,000,000 subject to facult	tative rensurance	:	
ITEM 4— REINSURANCE ACCEPTED			
40.000.000	4 + 1 1		
\$2,000,000 each occurrence			
of \$25,000,000 part of \$40,0	00,000 which is	excess of \$60	,000,000
,			
ITEM 5— BASIS OF ACCEPTANCE			
THE STATE OF PROOF THE SE	-		
EXCESS OF LOSS	CONTRIBUTING EXCESS	-	NON-CONCURRENT
hammed			

THE PREMIUM FOR THIS REINSURANCE SHALL BE \$1,400.00 less 22.5% ceding commission.

CONSTITUTION REINSURANCE CORPORATION

Assistant Vice President

COMPANY COPY

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET

NEW YORK, NEW YORK 10038

herein posited the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

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- B. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this agreement.
- C. The Company shall notify the Reinsurer promptly of any occurrance which in the Company's estimate of the value of injuries or damages sought, without regard to liability, might result in judgement in an amount sufficient to involve this certificate of reinsurence. The Company shall also notify the Reinsurer promptly of any occurrence in respect of which the Company has created a loss reserva equal to or greater than fifty [50] percent of the Company's retention specified in Item 3 of the Declarations, or, if this reinsurance applies on a contributing excess basis, when notice of claim is received by the Company. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, stur or proceeding involving this certificate of teinsurance.
- D. All loss settlements made by the Company, provided they are within the terms and conditions of the original policyties) and within the terms and contitions of this certificate of renaurance, shall be binding on the Rainsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses fother than office expenses and payments to any salaried empolyee) incurred by the Company in the investigation and settlement of claims or suits and its proportion of court costs and interest on any judgement or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment, if there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess lossis and then only in the percentage stated in Item 4 of the declarations in the first layer of participation.
- E. Definitions

As used in this Certificate the following terms shall have the meaning set op-

Excess of Loss The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations, applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

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Lange Marian

Contributing Excess The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in item 4 of the Declarations.

Non-Concurrent. The reinsurance provided does not apply to any, hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

- F. The Reinsurer wall be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such secovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which ilability attaches.
- G. The Company will be liable for all taxes on premiums ceded to the Reinsurer under this certificate of reinsurance.
- H. In the event of the insolvency of the Company, the reinsurance provided by this certificate shall be payable by the Hensurar on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insiovency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendinecy of each claim against the Company on the policy(les) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
- 1. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company,
- J. Should the Company's policy be cancelled this certificate shall terminate automatically at the same time and date. This certificate may also be cancelled by the company or by the reinsurer upon not less than thirty days prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminete. Proof of mailing shall be deemed proof of notice and calculation of the earnest premium shall follow the company's calculations in the use of short rate or pro rata tables.
- K. The terms of this certificate of reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

JIN WITHERS Whereof, CONSTITUTION REINSURANCE CORPORATION has caused this certificate of reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Secretary

President

ENDORSEMENT

NO. 1. (Revised)

FOR ATTACHMENT TO CERTIFICATE NO. 6.1627. BETWEENA/C: ROCKWELL INTERNATIONAL. CORPORATION ... R/I NORTH RIVER INSURANCE COMPANY CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT April 1, 1974

FROM. 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR AND IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$1,708.00 LESS 22.5% CEDING COMMISSION, PAYABLE 4-1-75, IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS EXTENDED TO EXPIRE ON APRIL 1. 1976.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE TERMS AND CONDITIONS OF ENDORSEMENT #1 ARE HEREBY NULL AND VOID.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In **期itness 期hereof**, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS8th DAY OF April

CONSTITUTION REINSURANCE CORPORATION

GUY CARPENTER & COMPANY, INC.

Rockwell Int'l Our File 1377-00-0047/1 August 28, 1974

Mr. Piety

- 2 -

P.S. Also, enclosed are the following:

Endorsement No. 2 to Carpenter Management's Certificate 7001267 and

Endorsement No. 1 to Constitution Reinsurance Corporation's Certificate 61627

In addition, in accordance with your instructions, we are requesting reinsurers to endorse their Certificates to amend the cancellation to read "original plus 30 days".

Case 1:08-cv-00522 Document 5-3 Filed 01/25/2008 Page 16 of 58

ENDORSEMENT

NO...1.....

FOR ATTACHMENT TO CERTIFICATE NO. 61627 BETWEEN A/C: Rockwell International Corp. ... CONSTITUTION REINSURANCE CORPORATION, EFFECTIVE DATE OF THIS ENDORSEMENT April 1, 1974

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

> For and in consideration of an additional premium of \$1,400.00 less 22.5% ceding commission, payable 4-1-75, it is understood and agreed that the certificate of which this endorsement forms a part is extended to expire on April 1, 1976.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In IIITHE INTEREDIT, THE CONSTITUTION REINSURANCE CORPORATION HAS CAUSED THIS ENDORSEMENT TO BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

CONSTITUTION REINSURANCE CORPORATION

ENDORSEMENT

NO. . . 2

BETWEEN A/C: ROCKWELL INTERNATIONAL FOR ATTACHMENT TO CERTIFICATE NO. 61627 R/I: NORTH RIVER INSURANCE COMPANY. #XS.3551 CORP. APRIL 1, 1974 CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

> FOR VALUE RECEIVED IT IS AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART SHALL BE AMENDED TO REFLECT A CANCELLATION NOTIFICATION PERIOD OF (60) SIXTY DAYS IN LIEU OF (30) THIRTY DAYS AS SHOWN.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In Witness Whereaf, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

24TH

OCTOBER ... DAY OF

..... 19 74

COUNTERSIGNED AT NEW YORK, NEW YORK THIS

CONSTITUTION REINSURANCE OGRPORATION

Case 1:08-cv-00522 Document 5-3 Filed 01/25/2008 Page 18 of 58

ENDORSEMENT

NO...3.....

FOR ATTACHMENT TO CERTIFICATE NO. 61627. BETWEEN A/C; ROCKWELL INTERNATIONAL R/I: NORTH RIVER INSURANCE CO.... #XS 3.551... CORPORATION CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT SEPTEMBER 1, 1974

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR AND IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$178.95 LESS 22.5% CEDING COMMISSION IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSE-MENT FORMS A PART SHALL ACCEPT THE TERMS AND CONDITIONS OF ENDORSEMENT NUMBER (2) TWO OF THE COMPANY'S POLICY.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

Jn 選itnese 運herent, the constitution reinsurance corporation has caused this endorsement to be signed by its president and secretary at New York, New York, But the same shall not be binding upon the reinsurer unless countersigned by another officer of the reinsurer.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS 27TH ... DAY OF FEBRUARY ..., 19 75

CONSTITUTION REINSURANCE CORPORATION

EXHIBIT Q

Page 20 of 58

CONSTITUTION REINSURÂNCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038 .

CEDING COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



NAME OF INSURED		COMPANY POLIC	Y NUMBER	I	
ROCKWELL INTERNATION	AL CORPORATIO		.1		ZIF
CITY		PENNSYL.	STATE C7 A TIT A		217
PITTSBURGH REINSURANCE POLICY PERIOD	ITTSBURGH			RENEWAL CERTIF	CATE NO.
04/01/76 04/01/77	4/1/76 TO 4	/1/77 .			
REPLACES CERTIFICATE NO.	61627	7	-		
ITEM 1 - TYPE OF INSURANCE					
EXCESS LIABILITY					
ITEM 2 - POLICY LIMITS & APPLICATION			***************************************		
\$20,000,000 EACH OO APPLICABLE PART	CCURRENCE AND OF \$40,000,000 E	IN THE AGENCESS OF \$	GREGAT.	E WHERE 00	
ITEM 3 - COMPANY RETENTION					•
The state of the s					
\$18,000,000 SUBJECT	TO FACULTAT	IVE REINSU	RANCE		•
					·
ITEM 4 - REINSURANCE ACCEPTED					
\$2,000,000 EACH OC APPLICABLE PART	OF \$20,000,000 E	IN THE AGO PART OF \$40	REGATE ,000,000	WHERE WHICH	
IS EXCESS OF \$60,00	0,000		- -	<u> </u>	
ITEM 5 - BASIS OF ACCEPTANCE		•		· · · · · · · · · · · · · · · · · · ·	
EXCESS OF LOSS	CONTRIBUTING	EXCESS	. <u></u>	NON-CONCURRE	NT
ITEM 6 - PREMIUM				The state of the s	
\$3,000.00 LESS 22.5%	% CEDING COMM	ISSION		•	
40,000.00.22222	,-				
ITEM 7 - CANCELLATION NOTICE 60 DAYS					
	majorchi (ministra)				
SUY CARPENTER & COMPARIENT MIDWEST DEPARTMENT OF SOUTH WACKER DE CHICAGO, ILLINOIS 60	E RIVE	BY DO	MAUTHO VICE	JULIA PRESIDENT	

CERTIFICATE OF REINSURANCE

CONSTITUTION REINSURANCE CORPORATION

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part here or, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies) as follows:

The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer,
as specified in Item 4 or the Declarations, shall follow that of the Company and
shall be subject in all respects to all the terms and conditions of the Company's
policy except when otherwise specifically provided herein or designated as nonconcurrent reinsurance in the Declarations. The Reinsurer's Certificate period
shall be as specified in the Declarations at 12:01 AM as to both dates at the place
shall be as specified in the Declarations at 12:01 AM as to both dates at the place
shall be in the Company's policy. The Company shall furnish the Reinsurer with
a copy of its policy and all endorsements thereto and agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of
Reinsurance. The Company shall make available for inspection, and place at the
disposal of the Reinsurer at all reasonable times, all records of the Company resping to this Certificate of Reinsurance or claims in connection herewith.

If no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or estatutory successor, have any rights under this Certificate of Reinsurance.

C. The Company's shall notify the Reinsurer promptly of any occurrence unich in the Company's estimate of the value of injuries or damages sought, without regard to hability, might result in judgment in an amount sufficient to involve this Certificate of Reinsurance. The Company shall also notify the Reinsurance promptly or any occurrence in respect of which the Company has created alloss reserve equal to or greater than fifty (50) percent of the Company's retention intended in item 3 of the Declaration, or, if this reinsurance pipelies, on a continuous excess basis, when notice of claim is received by the Company. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join the Company and its regresentatives in the defense and control of any claim, suit or proceeding monitying this Certificate of Reinsurance.

D. All loss settlements made by the Company, provided they are within the terms and conditions of the original policy liest and within the terms and conditions of this Certificate of Reinsurance; shall be binding objeting Reinsural Dipon Tracipor of a definitive statement of loss, the Reinsurer shall promptly bay its proportion of such loss as set forth in the Declarations. In addition thereto; the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company. In the investigation and settlement of claims or suits and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

E. Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company'as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, refinemence or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage (s) set forth in Item 4 of the Declarations.

NON-CONCURRENT

The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

F. The Heinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attathes.

The Company will be hable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.

H. In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer, on the basis of the liability of the Company under the policy (les) reinsured, willhout diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written riorice of the pendancy of each claim against the Company on the policy (les) reinsured hereunder within a resonable time after such claim is filled in the insolvency proceedings. The Reinsurer shall have the right to invastigate each such claim and interpose, at its ovid expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation, to the extense of appropriationate share of the benefit which may account to the Company solvent company as part of the expense of liquidation, to the extense of appropriationate share of the benefit which may account to the Company solvent company as part of the expense of liquidation, to the extense of appropriation of the defense undertaken by the Reinsurer.

In the Reinsurer may offset any balance(s), whether our account of premiums, commissions, claims, losses, adjustment expense, salvage or any other

I. The Reinsurer may offset any balance(s), whether an account of premiums, commissions, claims. losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance of under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuraing reinsurer or as ceding company.

J. Should the Company's policy be cancelled this Certificate shall terminate "automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in 'Item 7 except ten '(10) days for hon-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hare, by shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.

K. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part flereof, executed by a duty authorized representative of the Reinsurer.

In Hilness Hiperen, constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Secretary

✓ ...

ENDORSEMENT

NO....1....

FOR ATTACHMENT TO CERTIFICATE NO. 63248

BETWEEN A/C: ROCKWELL INTERNATIONAL CORP., R/I: NORTH RIVER INSURANCE COMPANY # XS.4211

CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT APRIL 1, 1976

FROM. 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR VALUE RECEIMED IT IS UNDERSTOOD AND AGREED THAT ITEM # I - TYPE OF INSURANCE IS AMENDED TO READ:

FOLLOWING FORM EXCESS LIABILITY

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

Jn 期行these 到terrof, the constitution reinsurance corporation has caused this endorsement to be signed by its president and secretary at New York, New York, But the Same Shall not be binding upon the reinsurer unless countersigned by another officer of the reinsurer.

Secretary

1,3

President

COUNTERSIGNED AT NEW YORK, NEW YORK THIS

22nd

DAY OF . JUNE

., 19..76..

CONSTITUTION REPUSURANCE CORPORATION

COMPANY, COPY

EXHIBIT R

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS.



INTERNATIONAL SURPLUS LINES INSURANCE COMPANY

NAME OF INSURED	NAME OF INSURED		COMPANY POLI	CY NUMBER			
ROCKWELL INTERNATION	NAL CORI	PORATION	XSI 374		1	Allege and the second s	
PITTSBURGH			PEN	state NSYLVANI.		ZIP	
REINSURANCE POLICY PERIOD	i	COMPANY POLICY			RENEWAL CERTIFE	CATE NO.	
04/01/77 04/01/78	04/01/	77 TO	04/01/78	<u> </u>	Andrew Control of the		
REPLACES CERTIFICATE NO.	REPLACES CERTIFICATE NO. 63248						
ITEM 1 - TYPE OF INSURANCE							
FOLLOWING FORM EXCESS LIABILITY							
ITEM 2 - POLICY LIMITS & APPLICATION							
\$22,500,000 EX PART OF \$40,00 OF PRIMARY	ACH OCCU	rrence a excess of	AND IN THE F \$60,000,0	AGGREGA' 000 WHIC	TE WHERE A	PPLICABLE IS EXCESS	
ITEM 3 - COMPANY RETENTION					}		
\$20,500,000 ST	BJECT 1	O FACUL	IATIVE REII	NSURANCE			
ITEM 4 - REINSURANCE ACCEPTED							
\$2,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$22,500,000 PART OF \$40,000,000 WHICH IS EXCESS OF \$60,000,000 WHICH IN TURN IS EXCESS OF PRIMARY							
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	X c	MTRIBUTING I	EXCESS		NON-CONCURREN	7	
ITEM 6 - PREMIUM							
a t west with a state with							
\$4,000.00 LESS	5 20% CE	DING CO	MMISSION				
TTTM T. CANOTIL ATION NOTICE	···						
ITEM 7 - CANCELLATION NOTICE							
45 DAYS							

CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

أعام المحاجمة فالمستش سرعيطة

CERTIFICATE OF REINSURANCE

FOR CONSTITUTION REINSURANCE CORPORATION

. 110 WILLIAM STREET

NEW YORK, NEW YORK 10038 herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

hiere and In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies)

A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall-follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurence Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Cartificate of Reinsurance or claims in connection herewith.

Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have

been made awars of and shall have concurred in the actions giving rise to such damages.

In no event shall anyone other than the Company or, in the event of the Company's insolvency rits receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.

Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigiven the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.

E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(ies) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Rainsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment beers to the Company's gross loss payment. If there is no loss payment, the Rainsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

· Definitions As used in this Cartificate the following terms shall have the meaning set

EXCESS OF LOSS. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss sattlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid insurance, reinsurance or a salf insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

. .

And the stage of NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of lost or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

The Reinsurer will be paid or credited by the Company with its proor the Heinstrer will be paid or created by the company what is proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.

H.: The Company will be liable for all taxes on premiums caded to the Reinsurer under this Certificate of Reinsurence:

It in the event of the Insolvency of the Company, the reinsurence pro-

It the event of the insolvency of the Company; the reinsurence provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(ies) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filed in the Insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and intermose; at its own expanse in the proceedings where such claim is to be and interpose; at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shell be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solaly as the result of the defense undertaken by the Reinsurer.

J. The Reinsurer may offset any belance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether ecting as assuming

Reinsurer or as ceding Company, and the national strength of the Company's policy be cancelled this Cartificate shall terminate automatically at the same time and date. This Cartificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten [10] days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate. Proof of meiling shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rate tables.

The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer. The same was the

In Mitness Aherent, Constitution REMSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

rames I have secretory

Hard Annaes President.



→CERTIFICATE OF REINSURANCE

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer
REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part here of, the Reinsurer rices hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy lies! as follows

The Complicy warrants to petarn for its one account, supplied to tronty reinsurance if apply they the amount of high the speculated in form 3 of the Declarations, unless of licewise declared. The Bein use 11 thebit to of the Reinsurance of the Beinsurance of rations, unless of, twise declared ened . . 'c . that of the Company .r d as specified in Item 4 of the Pici shall be subject in all respects to the cent and confit has of the Company's policy except when observed the first three three three concurrent reinsurance and the cent of th ,, Sec. 10 shall be as so lifted in the forture specified in the Company is not by a copy of a publicy and his only surer promptly of all changes of Reinsurance. The Company there ever white in partient that he is to disposal of the Red and lating to this Certific and a.. J. J. The same of the same of the same of the same

B. In to event in the control of the

- which in the Compan's estimate of the value of the order (as study), and out regard to liability, might test to the value of the order (as study), and out regard to liability, might test to the value of the order order of the order of the order order of the order ord
- D. All loss settlements made by the Company, promited they are wirting the terms and conditions of the original policy(p) in divide the terms and conditions of this Certificate of Reinsurance, shall be browning in the Reinsuran. Upon receipt of a definitive statement of 10ss, the Reinsuran shall promptly pay its proportion of such loss as set forth in the Declarations. In addition the eto, the Reinsuran shall pay its proportion of expenses fother than office expenses and payments to any salaried employee) incurred by the Compliany in the investigation and settlement of claims or suits and its proportion of coinclosts and interest on any judgment or award, in the ratio that the Rainsurani, loss payment, the Reinsuran shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and the notify in the percentage stated in Item 4 of the Declarations in the first layer of participation.

E. Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as strited in Item 4 of the Declarations (Reinsurance Accepted) applies(v) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS. The Company's policy applies in excess of other valid in urance, relivatione or a self-insured retention and the limit of liability of the Revisirer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 or the Diclarations.

MON CONCURRENT. The reinculance provided does not apply to any hazeles to the first of the contract owned under the Company's policy other than those of the virtic than the following The revention of the Company and Hobility of the Poincaret shall be observined as though the Company's policy upon exhibit the hazards or tasks of fost or damage receiveably described to the Declarations.

- The proposition of the state of the company with its proposition of sales, the first of the company in risking such recovery, if the cumpany in risking such recovery, if the cumpance afforded by the Company in risking such recovery, if the cumpance of force of figure bank, salvage that people lied in the method of the of characteristic attacks.
- $\omega=7.8\%$ closed, with be hable for all task on premiums caded to the Remounter under this Comition to Significant
- In the overhief the intrivency of the Camping, the reinsurance provided or in silverture in the oncable to be Reinsuran on the base of the liability of the Orders of the surface of the order of the pendancy of each cramitally into the order of the pendancy of each cramitally into the order of the pendancy of each cramitally into the order of the pendancy of each cramitally into the order of the insolvency proceedings. The Reinschaft of the order of the order of the order of the order or order of the order or order or
- 1 . The Rainsufer may offset any balance(s), whether on account of premiums, communiors, closms, losses, adjustment expense, salvage or any other amount(s) due from the party of the other under this Certificate of Reinsurance or under any other agreement reretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding company.
- J Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro-rate tables.
- K. The terms of this Certificate of Reinsurance shall not be weived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Milness Apereof, constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

rames Johan Secretary

Hard Armaes President

EXHIBIT S

CONSTITUTION REINSURANCE CORPORATION 110 WILLIAM STREET • NEW YORK, N.Y. 20038

CEDING COMPANY AND ADDRESS

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY



NAME OF INSURED		COMPANY POLIC	Y NUMBER		;		
ROCKWELL INTERNATIONAL				XSI 4448			
PITTSBURGH		PENNSYLVANIA			15219		
REINSURANCE POLICY PERIOD	COMPANY POLICY		, H		SATERU.		
	01/78 TO 0	4/01/19					
REPLACES CERTIFICATE NO.							
ITEM 1-TYPE OF INSURANCE FOLLOWING FORM EXCESS GOOD COMPENSATION AND EMPLOY	ENERAL LIA ERS LIABIL	BILITY, AU	TO LIABIL	ITY, WOR	KERS		
ITEM 2 - POLICY LIMITS & APPLICATION			•		•		
\$18,000,000 EACH OCCURR PART OF \$40,000,000 EXC OF PRIMARY	ENCE AND I ESS OF \$60	N THE AGGR ,000,000 W	EGATE WHE:	RE APPLI URN IS E	CABLE XCESS		

ITEM 3 - COMPANY RETENTION			·				
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\$16,000,000 SUBJECT TO	FACULTATIV	'E REINSURA	INCE	-	•		
ITEM 4 - REINSURANCE ACCEPTED							
\$2,000,000 EACH OCCURRE PART OF \$18,000,000 PAR WHICH IN TURN IS EXCESS	T OF \$40,0	100,000 WHI	GATE WHER	E APPLIC ESS OF \$	ABLE 60,000,000		
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	CONTRIBUTING E	XCESS	. NO	ON-CONCURREN	т -		
							
ITEM 6 - PREMIUM			•	•			
\$3,520.00 NET	.'4		-	-			
·		•		-			
ITEM 7 - CANCELLATION NOTICE	-			- 			
90 DAYS	•						
		, , , , , , , , , , , , , , , , , , , 					

CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

COMPANY COPY

CERTIFICATE OF REINSURANCE

CONSTITUTION REANSUSANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer
REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies)

- A. The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or Certificate period shall be as specified in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith.
- B. Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.
- C. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in term 3 of the Declarations, While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurence.
- E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policy(les) and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

F. Definition

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- G. The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- H: The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.
- In the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(ies), reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filled in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company, solely as the result of the defense undertaken by the Reinsurer.
- J. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- K. Should the Company's pollcy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.
- L. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hitness Thereof, Constitution Reinsurance Corporation has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

Hard Amiaes President

1

EXHIBIT T

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY



NAME OF INSURED		COMPANY POLIC	CY NUMBER		
ROCKWELL INTERNATIONAL	CORPORATION	XSI 5515		ZIP	
CITY			STATE		
PITTSBURGH REINSURANCE POLICY PERIOD	COMPANY POLICY	PENNSY	LVANIA	RENEWAL CERTIFI	15219 CATE NO.
04/01/79 04/01/80	04/01/79 TO 0	14/01/80			
REPLACES CERTIFICATE NO.	65680				
ITEM 1 - TYPE OF INSURANCE					
EXCESS UMBRELLA LIA	BILITY				
ITEM 2 - POLICY LIMITS & APPLICATION					
\$18,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$40,000,000 EXCESS OF \$60,000,000 WHICH IN TURN IS EXCESS OF PRIMARY					
ITEM 3 - COMPANY RETENTION					
\$16,000,000 SUBJECT	TO FACULTATIVE	E REINSURAN	ICE		
ITEM 4 - REINSURANCE ACCEPTED					
\$2,000,000 EACH OCC PART OF \$18,000,000 \$60,000,000 WHICH I	PART OF \$40.00	00.000 WHI	CH IS EX	RE APPLICA CESS OF	BLE
ITEM 5 - BASIS OF ACCEPTANCE	X CONTRIBUTING	. VCEGG		NON-CONCURREN	NT.
EXCESS OF LOSS	LAI CONTINUE (
ITEM 6 - PREMIUM					
\$3,200.00 NET					
ITEM 7 - CANCELLATION NOTICE					
90 DAYS					

CONSTITUTION REINSURANCE CORPORATION

GUY CARPENTER & COMPANY, Inc.
MIDWEST DEPARTMENT
REINSURANCE
100 SOUTH WACKER DRIVE
CHICAGO, ILLINOIS 60606

COMPANY COPY

CERTIFICATE OF REINSURANCE

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies) as follows:

- The Company warrants to retain for its own account, subject to treaty A. The Company werrants to reall for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations, The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurar at all reasonable times, all records of the Company relating to this Certificate of Rainsurance or claims in connection herewith.
- Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the fleinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.
- C. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- D. As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or south to be described in the configure or south sold in the configure or south to be described in the configure or south to be described. gate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representa-tives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance
- E. All loss settlements made by the Company, provided they are within the terms and conditions of the original policylest and within the terms and conditions of this Certificate of Reinsurance, shall be binding on the Reinsurer Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

Definitions

As used in this Certificate the following terms shall have the meaning set poposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT. The reinsurance provided does not apply to any hazerds or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shell be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- G. The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.
- I has the event of the insolvency of the Company, the reinsurance provided by his Certificate shall be payable by the Reinsurer on the basis of the vided by his Certificate shall be payable by the Heinsurer on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(les) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defense, which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a propor tionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
- J The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as cading Company.
- Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro reta tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hitness Hiperent, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

rames I Than Secretary.

Hard Armais President

	46				
CORP	FOR ATTACHMENT TO CERTIFICATE NO ORATION R/I: INTERNATIONA CONSTITUTION REINSURANCE CORPORATIO	L SURPLUS LINES INSU	RANCE COL	APANY #XSI 55	15 and
	FROM 12:01 O'CLOCK A.M. STANDARD TIM THE CERTIFICATE OF WHICH THIS ENDORSE/ IT IS UNDERSTOOD AND AGREED THAT:				
	ITEM 1 - TYPE OF INSURANCE ITEM 2 - POLICY LIMITS AND APPLICATION ITEM 3 - COMPANY RETENTION ITEM 4 - REINSURANCE ACCEPTED ITEM 5 - BASIS OF ACCEPTANCE ITEM 6 - PREMIUM ITEM 7 - CANCELLATION NOTICE	ON ,		JDIT CEPTION DATE PIRATION DATE AME OF INSURED IDORSEMENT NUMBI ANCELLED	≣ R
	SHALL BE AMENDED TO READ AS FOLLOWS:				
	EXCESS INSURANCE C	11 Re ort missing pt 18-299			
d sign	ļ¹		RE	RPENTER & COMPA DWEST DEPARTMEN INSURANC SOUTH WACKER DRI CAGO, ILLINOIS GOG	E
					11661011
	ADDITIONAL PREMIUM	RETURN PREMIUN		CEDING COM	MISSION
	ALL OTHER TERMS AND CONDITIONS REMAIN	UNALTERED.			
	In 調itness 類herent, THE CONSTITUTE SIGNED BY ITS PRESIDENT AND SECRETAL UPON THE REINSURER UNLESS COUNTERSIGN	RY AT NEW YORK, NEW YORK	C, BUT THE SA	ME SHALL NOT BE I	MENT TO SINDING
	COUNTERSIGNED AT NEW YORK, NEW YORK	THIS 12th CONSTITUTION	DAY OF SIN RHIVISURAL	JULY , 19 NCE CORPORATION	. 79

EXHIBIT U

ENDORȘEMENT

NO. 1

FOR ATTACHMENT TO CERTIFICATE NO. 68015	BETWEEN A/C: ROCKWELL INTERNATIONAL CORPORATION
R/I: INTERNATIONAL SURPLUS LINES INSUR	ANCE COMPANY #XSI 6804 and
CONSTITUTION REINSURANCE CORPORATION, EFFECTIVE	VE DATE OF THIS ENDORSEMENT APRIL 1, 1980
	BOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT
IT IS UNDERSTOOD AND AGREED THAT:	AS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS.
II IS GINDERSTOOD AND AGREED MATE	
ITEM 1 - TYPE OF INSURANCE	AUDIT
ITEM 2 - POLICY LIMITS AND APPLICATION	INCEPTION DATE
☐ ITEM 3 - COMPANY RETENTION ☐ ITEM 4 - REINSURANCE ACCEPTED	☐ EXPIRATION DATE ☐ NAME OF INSURED
ITEM 5 - BASIS OF ACCEPTANCE	ENDORSEMENT NUMBER
☐ ITEM 6 - PREMIUM	☐ CANCELLED
☐ ITEM 7 - CANCELLATION NOTICE	
义 SHALL BE AMENDED TO READ AS FOLLOWS:	•
FOLLOWING FORM EXCESS GENERAL LIABILITY COMPENSATION, AND EMPLOYERS LIABILITY	
COMERNOALION, AND EMPOREM HABILIT	•
•	
	The second of th
	GUY CARPENTER & COMPANY, Inc.
	REINSURANCE
	100 SOUTH WACKER DRIVE CHICAGO, ILLINOIS 60606
	Decision and a second s
ADDITIONAL PREMIUM	RETURN PREMIUM CEDING COMMISSION
_	_
ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED	D.
The Military Millers of The Control	
BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW	SURANCE CORPORATION HAS CAUSED THIS ENDORSEMENT TO WYORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING
UPON THE REINSURER UNLESS COUNTERSIGNED BY ANC	OTHER OFFICER OF THE REINSURER.
	. / /
(1/1 <i>(</i>)) ₄ :,	// 0/
GGShaw	Hardfluses.
// // Secretary	President
COUNTERSIGNED AT NEW YORK, NEW YORK THIS	22nd DAY OF OCTOBER , 19 80
	CONSTITUTION REINSURANCE CORPORATION
	CLICATE PROPERTY AND ADDRESS A
FM 16.0.112 (4.78)	

ENDORSEMENT

NO. 2 .

FOR ATTACHMENT TO CERTIFICATE NO. 6801:5 R/I: INTERNATIONAL SURPLUSS LINES INS CONSTITUTION REINSURANCE CORPORATION. EFFE	SURANCE COMPANY # XSI 6804	and
FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE CERTIFICATE OF WHICH THIS ENDORSEMENT FOR THE UNDERSTOOD AND AGREED THAT:	HE ABOVE EFFECTIVE DATE IT IS UNDI	ERSTOOD AND AGREED THAT
ITEM 1 - TYPE OF INSURANCE ITEM 2 - POLICY LIMITS AND APPLICATION ITEM 3 - COMPANY RETENTION ITEM 4 - REINSURANCE ACCEPTED ITEM 5 - BASIS OF ACCEPTANCE ITEM 6 - PREMIUM ITEM 7 - CANCELLATION NOTICE		UDIT ICEPTION DATE KPĮRAŢION DATE AME OF INSURED NDORSEMENT NUMBER ANCELLED
SHALL BE AMENDED TO READ AS FOLLOWS:		·
EFFECTIVE: OCTOBER 1, 1980	•	
	GUY CARPENTER & MIDWEST DEF REINSUF 100 SOUTH WAG CHICAGO, ILLIN	RANCE
ADDITIONAL PREMIUM	RETURN PREMIUM	CEDING COMMISSION
	\$ 1,546.90 NET	
ALL OTHER TERMS AND CONDITIONS REMAIN UNALI	TERED.	
Ju 知itness 知hereof, the constitution R BE SIGNED BY ITS PRESIDENT AND SECRETARY AT UPON THE REINSURER UNLESS COUNTERSIGNED BY Secretary COUNTERSIGNED AT NEW YORK, NEW YORK THIS	ANOTHER OFFICER OF THE REINSURER	Addieses President
COUNTERSIGNED AT NEW TORK, NEW TORK IHIS	11/1 V (1) (UL)	DEMKER 10 XII

EXHIBIT V

CONSTITUTION WEINSURANCE CORPORIATION 1202

110 WILLIAM STREE

NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

INTERNATIONAL SURPLUS LINES INSURANCE COMPANY



NAME OF INSURED		COMPANY POLI	CY NUMBER		
SHELL OIL COMPANY		XSI 49	10		
CITY			STATE		ZIP
HOUSTON		TEXAS			77001
REINSURANCE POLICY PERIOD	COMPANY POLICY			RENEWAL CERTIFIC	ATE NO.
08/22/78 07/01/79	08/11/78 TO 0	7/01/79			
		de de la companya de	 		·
REPLACES CERTIFICATE NO.					
ITEM 1 - TYPE OF INSURANCE EXCESS UMBRELLA LIA	BILITY				
ITEM 2 - POLICY LIMITS & APPLICATION		•			
\$5,275,000 EACH OCC PART OF \$50,000,000 OF UNDERLYING INSUR	EXCESS OF \$105	THE AGGREG ,000,000 W	ATE WHEF	RE APPLICAE TURN IS EX	SLE
ITEM 3 - COMPANY RETENTION			-		•
\$4,275,000 SUBJECT	TO FACULTATIVE	REINSURANC	E		
ITEM 4 - REINSURANCE ACCEPTED					
\$1,000,000 EACH OCCU PART OF \$5,275,000 WHICH IN TURN IS EX	PART OF \$50.000	.000 WHICH	' IS EXCE	RE APPLICAE ESS OF \$105	LE ,000,000
ITEM 5 - BASIS OF ACCEPTANCE					
EXCESS OF LOSS	X CONTRIBUTING EX	CESS		NON-CONCURRENT	•
ITEM 6 - PREMIUM			and the second s	1435-y-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-	
\$1,662.38 NET			•		
ITEM 7 CANOCI LATION NOTICE					
75 DAYS					
		· · · · · · · · · · · · · · · · · · ·			;

CONSTITUTION REINSURANCE CORPORATION

VICE PRESIDENT

Document 5-3 Filed 01/25/2008 Page 39 of 58 CERTIFICATE OF REINSURANCE

TITUTION REINSURANCE CORPORATION

110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part hereof, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(ies) as follows:

- The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer, as specified in I tem 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's Certificate period shall be as specified in the Declarations at 12:01 AM as to both-dates at the place specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and as a condition precedent agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurance or claims in connection herewith,
- Liability of the Reinsurer for any damages assessed against the Company arising out of its conduct in the investigation, negotiation, defense or handling of any claims or suits or in any dealings with its policyholders is specifically excluded under this Certificate unless the Reinsurer shall have been made aware of and shall have concurred in the actions giving rise to such damages.
- In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, Ilquidator or statutory successor, have any rights under this Certificate of Reinsurance.
- As a condition precedent, the Company shall promptly provide the Reinsurer with a definitive statement of loss on any claim or occurrence reported to the Company and brought under this Certificate which involves a death, serious injury or lawsuit. The Company shall also notify the Reinsurer promptly of any claim or occurrence where the Company has created a loss reserve equal to fifty (50) percent of the Company's retention specified in Item 3 of the Declarations. While the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
- All loss sattlements made by the Company, provided they are within the terms and conditions of the original policy (les) and within the terms and conditions of this Cartificate of Reinsurance, shall be binding on the Reinsurer. Upon receipt of a definitive statement of loss, the Reinsurer shall promptly pay its propertion of such loss as set forth in the Declarations. In addition thereto, the Heinsure: shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the in restigation and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the lompany's gross loss payment. If there is no loss payment, the Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

Definitions

As used in this Cartificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted) applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations,

CONTRIBUTING EXCESS The Company's policy applies in excess of other valid insurance, reinsurance or a self insured retention and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentage(s) set forth in Item 4 of the Declarations.

NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

DEFINITIVE STATEMENT OF LOSS Shall consist of those parts or portions of the Company's investigative claim file which in the Judgement of the Reinsurer are wholly sufficient for the Reinsurer to establish adequate loss reserves and determine the propensities of any loss reported hereunder.

- The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Certificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- The Company will be liable for all taxes on premiums ceded to the Reinsurer under this Certificate of Reinsurance.
- 1. In the event of the insolvency of the Company, the reinsurance provided by his Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(ies) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendancy of each claim against the Company on the policy(ies) reinsured hereunder within a reasonable time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may accrue to the Company solely as the result of the defense undertaken by the Reinsurer.
- The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding Company.
- Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate, Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.
- The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Hitness Eherenf, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer

cames I than Secretary

Hard Dimais President

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - REINSURANCE

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

Limited Exclusion Provision.*

- I. It is agreed that the policy does not apply under any liability coverage,
 - to bodily injury, sickness, disease, death or destruction with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either
 - (a) become effective on or after 1st May, 1960, or
 - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

Broad Exclusion Provision.*

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction bodily injury or property damage
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical relief, to expenses incurred with respect
 - to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of bodily injury or property damage arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
 - property damage to such nuclear facility and any property thereat.
- IV. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235.
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations: "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material:

With respect to injury to or destruction of property, the word "injury" or "destruction" property damage" includes all forms of radioactive contamination of property.

- V. The inception dates and thereafter of all original policies affording coverages specified in this paragraph (3), whether new, renewal or replacement, being policies which become effective on or after 1st May, 1960, provided this paragraph (3) shall not be applicable to
 - (i) Garage and Automobile Policies issued by the Company on New York risks, or
 - (ii) statutory liability insurance required under Chapter 90, General Laws of Massachusetts, until 90 days following approval of the Broad Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (4) Without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that paragraphs (2) and (3) above are not applicable to original liability policies of the Company in Canada and that with respect to such policies this Clause shall be deemed to include the Nuclear Energy Liability Exclusion Provisions adopted by the Canadian Underwriters' Association or the Independent Insurance Conference of Canada.

^{*}NOTE. The words printed in Italics in the Limited Exclusion Provision and in the Broad Exclusion Provision shall apply only in relation to original liability policies which include a Limited Exclusion Provision or a Broad Exclusion Provision containing those words.

Document BSEMENTED 01/25/2008 Page 42 of 58 Case 1:08-cv-00522

BETWEEN A/C: SHELL OIL COMPANY 66114 FOR ATTACHMENT TO CERTIFICATE NO. R/I: INTERNATIONAL SURPLUS LINES INSURANCE COMPANY #XSI 4910 and AUGUST 22, 1979 CONSTITUTION REINSURANCE CORPORATION, EFFECTIVE DATE OF THIS ENDORSEMENT

FROM. 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR AND IN CONSIDERATION OF A NET ADDITIONAL PREMIUM OF \$58.18, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ITEMS SHALL BE AMENDED TO READ AS FOLLOWS:

REINSURANCE POLICY PERIOD

AUGUST 11, 1978 TO JULY 1, 1979

ITEM 6 - PREMIUM

\$1.720.56 NET

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS

In 期itness 期herent, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

2nd

DAY OF

MAY

, 19

ASTITUTION REINSURANCE CORPORATION

COMPANY COPY

EXHIBIT W

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

The North River Insurance Company



CERTIFICATE NUMBER

61647

NAME OF	INSURED			RENEWAL CERTIFICATE NUMBER
	Warner Lambert Company	,		
CITY		STATE	ZIP	REPLACES CERTIFICATE NUMBER
	Morris Plains	New Jersey		
	COMPANY POLICY NUMBER	COMPANY POLI		REINSURANCE POLICY PERIOD
ITEM 1-	XS 2690 - TYPE OF INSURANCE	1-1-74 to 1-1	-77	1-1-74 to 1-1-77
	Excess Umbrella Liability	•		
ITEM 2-	- POLICY LIMITS & APPLICATION			
	\$1,500,000 each occurrence \$8,500,000 excess of \$40,	ce and in the aggre	egate wher	e applicable part of
ITEM 3-	- COMPANY RETENTION			
	\$1,000,000 subject to facul	tative reinsuranc	e	
ITEM 4-	- REINSURANCE ACCEPTED \$500,000 each occurrence	and in the aggrega	ate where	applicable part of
	\$1,500,000 part of \$8,500,			
TEM 5-	BASIS OF ACCEPTANCE			
	EXCESS OF LOSS [CONTRIBUTING EXCESS		NON-CONCURRENT

THE PREMIUM FOR THIS REINSURANCE SHALL BE \$9,720.00 less 25% ceding commission.

CONSTITUTION REINSURANCE CORPORATION

COMPANY, COPY

Assistant Vice President

CONSTITUTION REINSURANCE CORPORATION 110 WILLIAM STREET NEW YORK, NEW YORK 10038

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part tiere of, the Reinsurer does hereby reinsure the ceding company named in the Declarations (herein, called the Company) respect of the Company's policylies) as follows

- A The Company warrants to retain for its own account, subject to treaty reinsurance if applicable, the amount of liability specified in Item 3 of the Declarations, unless otherwise declared to the fleinsurer. The liability of the Reinsurer as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company is policy except when otherwise specifically provided herein or designated as non-concurrent reinsurance in the Declarations. The Reinsurer's certificate period shall be as specified in the Company's policy. The Company shall furnish the Reinsurer with a copy of its policy and all endorsements thereto and agrees to notify the Reinsurer promptly of all changes which in any manner affect this certificate of reinsurance. The Campany shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this certificate of reinsurance or claims in connection therewith.
- 8. In no event shall anyone other than the Company or, in the event of the Company's insolvency, its receiver, liquidator or statutory successor, have any rights under this agreement.
- C. The Company shall notify the Reinsurer promptly of any occurrence which in the Company's estimate of the value of injuries or damages sought, without regard to liability, might result in judgement in an anouse sofficient to involve this certificate of reinsurance. The Company shall also notify the Reinsurer promptly of any occurrence in isspect of which the Company has created a loss reserve equal to or greater than tiffy (SOI percent of the Cumpany's reserver specified in Item 3 of the Declarations, or, if this reinsurance applies on a contributing excess basis, when notice of claim is received by the Company. While the Reinsurer does not undertake to investigate or defend claims or surts, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, such or proceeding involving this destinicate of reinsurance.
- O All loss settlements made by the Company, provided they are within the terms and conditions of the original policytiest and within the terms and conditions of this certificate of reinsurance, shall be hading on the Reinsurar. Upon receipt of a delimitive statement of loss, the Reinsurar shall promptly pay its proportion of such loss as set forth in the Declarations. In addition thereto, the Reinsurar shall pay its proportion of expenses lother than office expenses and payments to any salaried empolyed incurred by the Company in the investigation and settlement of claims or sufficiently and its proportion of court costs and interest on any judgement or award, in the ratio that the Reinsurar's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurar shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the declarations in the first layer of participation.

E. Definitions

As used in this Certificate the following terms shall have the meaning set opposite each

Excess of Loss. The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations, applies(y) only to that portion of loss settlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations

Contributing Excess. The Company's policy applies in excess of other valid insurance, reinsurance or a self insured recention and the limit of liability of the Reinsurer polies proport analty to all loss settlements in the percentage(s) set forth in item 4 of the Declarations.

Non-Concurrent. The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company's policy applied only to the Reinsurer shall be determined as though the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations.

- F. The Rainsurer will be paid or credited by the Company with its proportion of salvage, that is, reimbursement obtained or recovery made by the Company, less all expenses paid by the Company in making such recovery. If the reinsurance afforded by this Cartificate is on the excess of loss basis, salvage shall be applied in the inverse order in which liability attaches.
- G. The Company will be liable for all taxes on premiums ceded to the Re insurer under this certificate of reinsurakoe \mathbb{C}
- H In the event of the insolvency of the Company, the reinsurânce probled by this certificate shall be payable by the Ramayrar on the basis of the liability of the Company under the policylies) reinsured, without diminution because of such inslovency, directly to the Company or its receiver, liquidator, or statutory successor. The Reinsurer shall be given written notice of the pendinecy of each claim against the Company on the policyliest reinsured hereunder within a reasonable time after such claim is fixed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, liquidator or statuting successor. The expense thus incurred by the Reinsurer shall be chargeable, subject to court approval, against the insolvent Company as part of the expense of liquidation to the extense of liquidation to the extense of liquidation to the Company solely as the result of the defense undertaken by the Reinsurer.
- I. The Reinsurer may offset any balance(s), whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one parry to the other under this certificate of reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsurer or as cading company.
- J. Should the Company's policy be cancelled this certificate shall terminate automatically at the same time and date. This certificate may also be cancelled by the company or by the reinsairer upon not-less than-shirty days prior written notice, one to the other, stating when thereafter the reinsairance afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and choulation of the earned premium shall follow the company's calculation in the use of short rate or pro-rate tables.
- K. The terms of this certificate of reinsurance shall not be waived or changed except by endorsament issued to form a part hereof, executed by a duly authorized representative of the Reinsurer.

In Witness Whereol, constitution reinsurance corporation has caused this certificate of reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer

Secretary

President

ENDORSEMENT

NO. . . 1.

FOR ATTACHMENT TO CERTIFICATE NO. 61647 BETWEEN A/C: WARNER LAMBERT COMPANY R/I: THE NORTH RIVER INSURANCE COMPANY # XS 2600 **DECEMBER 31, 1975** CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT

FROM 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HERBY AMENDED IN THE FOLLOWING PARTICULARS:

> 2 1976 JUN

FOR AND IN CONSIDERATION OF A RETURN PREMIUM OF \$3,248.88 LESS 25% CEDING COMMISSION IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART OF SHALL BE CANCELLED EFFECTIVE DECEMBER 31, 1975.

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS ..

In 避ttnebe 避herruf, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

26th

MAY. .. DAY OF

, 19.76 ...

CONSTITUTION REINSURANCE CORPORATION

BROKER COPY.

EXHIBIT X

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



NAME OF INSURED		COMPANY PO	LICY NUMBER		
WARNER LAMBERT COMPANY			XS 4052		
CITY		120 200	STATE	ZIP	
MORRIS PLAINS		NEW JEF	RSEY	07950	
REINSURANCE POLICY PERIOD		NY POLICY PERIOD	REN	EWAL CERTIFICATE NO.	
12/31/75 12/31/78	12/31/75	TO 12/31/78			
REPLACES CERTIFICATE NO.					
ITEM 1 - TYPE OF INSURANCE					
EXCESS UMBRELLA	LIABILITY				
ITEM 2 - POLICY LIMITS & APPLICATION					
\$2,000,000 EACH OC APPLICABLE PART IN TURN IS EXCESS (OF \$15,000	,000 EXCESS OF	\$5,000,000 W		
ITEM 3 - COMPANY RETENTION					
	• •			•	
\$1,000,000 SUBJECT	TO FACUL	TATIVE REINSU	RANCE		
ITEM 4 - REINSURANCE ACCEPTED					
\$1,000,000 EACH OCC APPLICABLE PART OF EXCESS OF \$5,000,000 INSURANCE	OF \$2,000,0	000 PART OF \$15	,000,000 WHI	CH IS	
ITEM 5 - BASIS OF ACCEPTANCE					
EXCESS OF LOSS	X CONTRIE	BUTING EXCESS	Non-c	ONCURRENT	
ITEM 6 - PREMIUM					
\$117,304.00 NET.					
ITEM 7 - CANCELLATION NOTICE					
75 DAYS					

CONSTITUTION REINSURANCE CORPORATION

A AUTHORIZED SIGNATURE
VICE PRESIDENT

ENDORSEMENT

NO....¹

BETWEEN A/C: WARNER LAMBERT COMPANY FOR ATTACHMENT TO CERTIFICATE NO. 62997 R/I: NORTH RIVER INSURANCE COMPANY # XS 4052 CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT DECEMBER 31, 1975

FROM, 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS UNDERSTOOD AND AGREED THAT ITEMS 2 AND 4 ARE AMENDED TO READ AS FOLLOWS:

ITEM 2 - POLICY LIMITS \$2,250,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE

APPLICABLE PART OF \$15,000,000 IN EXCESS OF \$5,000,000 WHICH IN TURN IS IN EXCESS OF UNDERLYING

ITEM 4 - REINSURANCE ACCEPTED \$1,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$2,250,000 PART OF \$15,000,000 IN EXCESS OF \$5,000,000 WHICH IN TURN IS IN EXCESS OF UNDERLYING

. ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

In 如itness 如hereof, the constitution reinsurance corporation has caused this endorsement to be signed by its president and secretary at New York, New York, But the same shall not be binding UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

DAY OF JANUARY COUNTERSIGNED AT NEW YORK, NEW YORK THIS 28 TH

COMPANY COPY

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - REINSURANCE

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

Limited Exclusion Provision.*

I. It is agreed that the policy does not apply under any liability coverage,

1 1 1 15

Document 5-3

- to bodily injury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles, liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either
 - (a) become effective on or after 1st May, 1960, or
 - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

Broad Exclusion Provision.*

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to bodily injury or property damage
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating
 - to sirred aid, to expenses incurred with respect
 - to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material
 - and arising out of the operation of a nuclear facility by any person or organization.

CONSTITUTION REMUTERANCE CORPORATION

CONSTITUTION REINSURANCE CORPORATION

DEPRING CONTACTOR AND STORY

110 WILLIAM STREET THE NORTH RIVER INSURANCE SECONDERGYWAN MAY WAN

herein called the Reinsurer

REINSURING AGREEMENTS AND CONDITIONS

COMPANY FULLICY NUMBER

WAME OF INSURER

In consideration of the payment of the premium, and subject to The Cermis-Conditions and limits of liability set ribate There and in the Declarations made particles. of, the Heinsurer does hereby reinsure the ceding company named in the Declarations (herein called the Company) in respect of the Company's policy(les) as follows:

NEW JERSEY

MORRIS PILLINS

The Companys warrants to retain for its own account, subject to treaty residence (CONTRIBUTING EXCESS). The Companys policy applies in excess of other insurance if applicable, the amount of liability specified in Itam 3 of the Dadlar SI rations, unless otherwise declared to the Reinsurer. The liability of the Reinsurer: as specified in Item 4 of the Declarations, shall follow that of the Company and shall be subject in all respects to all the terms and conditions of the Company's policy_except_when_otherwise.specifically_provided herein or designated as nonconcurrent reinsurance in the Declarations. The Reinsurer's Cartificate period shall be as specified in the Declarations at 12:01 AM as to both dates at the place specified in the Company's policy. The Company shall furnish the Rainsurar with a copy of its policy and all endorsements thereto and agrees to notify the Reinsurer promptly of all changes which in any manner affect this Certificate of Reinsurance. The Company shall make available for inspection, and place at the disposal of the Reinsurer at all reasonable times, all records of the Company relating to this Certificate of Reinsurantee ariclaris in connection herewith III

HOTHW 000,000 58 TO SSED In no event shall anyone other than the Company br, in the event of the Company's insolvency, its receiver, liquidator or statutory successor have any I DITTY investor of the which liangly strategy. If MICH VII rights under this Certificate of Reinsurance.

- The Company shall notify the Reinsurer promptly of any occurrence which in the Company's estimate of the value of injuries or damages sought, without regard to liability, might result in judgment in an amount sufficient to involve this Certificate of Reinsurance. The Company shall also notify the Reinsurer promptly of any occurrence in respect of which the Company has created a loss reserve equal to or greater than fifty (50) percent of the Company's retention specified in Item 3 of the Declaration, or, if this reinsurance applies and con- successor. The Beinsurer shall be given written notice of the pendency of each tributing excess basis, when notice of claim is received by the Company while? I claim excess basis, when notice of claim is received by the Company while? I claim excess basis, when notice of claim is received by the Company while? the Reinsurer does not undertake to investigate or defend claims or suits, it shall nevertheless have the right and shall be given the opportunity, with the full cooperation of the Company, to associate counsel at its own expense and to join with the Company and its representatives in the defense and control of any claim, suit or proceeding involving this Certificate of Reinsurance.
- D. All loss settlements made by the Company, provided they are within the terms and conditions of the engine policy (les) and within the terms and conditions. APPLICAPINE PART OF \$2,000; Telegraph of the Remark of the nortion of such loss as set appthilig the Declarations. In addition therefor the Rev. AUT insurer shall pay its proportion of expenses (other than office expenses and payments to any salaried employee) incurred by the Company in the investigation and settlement of claims or suits and its proportion of court costs and interest on any judgment or award, in the ratio that the Reinsurer's loss payment bears to the Company's gross loss payment. If there is no loss payment, the Reinsurge company, that pay its proportion of such expenses only in respect of business accepted on the Lontributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation.

Definitions

As used in this Certificate the following terms shall have the meaning set opposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item Lof the Declarations (Reinsurance Accepted) applies(y) only to that portion of lossettlement(s) in excess of the applicable retention of the Company as stated in Item 3 of the Declarations.

- valid insurance, rainsurance or a self insured recention and the limit of liability of the Reinsurer appoints proportionally to all loss sattlements in the Reinsurer appoints are REPLACES CERTIFICATE NO.
- NON-CONCURRENT The reinsurance provided does not apply to any hazards or risks of loss or damage covered under the Company's policy other than those specifically set forth in the Declarations. The retention of the Company and liability of the Reinsurer that be determined at thought the Company's policy applied only to the hazards or risks of loss or damage specifically described in the Declarations. TEM 2 - POLICY LIMITS & APPLICATION
- The Reinsurer will be paid or credited by the Company with its proportion पीर्जी salvage Dhattis जिल्ला के प्रतिकार के किया है कि है है है है है है है है कि Company, less all expenses paid by the Company in making such recovery. If the reinsurance affolded by this Confilicate is on the excess of this basis, salvage shall be applied
 - The Company will be liable for all taxes on premiums caded to the Reinsurer under this Certificate of Reinsurence.
- in the event of the insolvency of the Company, the reinsurance provided by this Certificate shall be payable by the Reinsurer on the basis of the liability of the Company under the policy(les) reinsured, without diminution because of such insolvency, directly to the Company or its receiver, liquidator, or statutory soneble time after such claim is filed in the insolvency proceedings. The Reinsurer shall have the right to investigate each such claim and interpose, at its own expense, in the proceeding where such claim is to be adjudicated, any defenses which it may deem available to the Company or its receiver, iguidator, or statutory successor. The expense thus incurred by the Reinsurer shall be chargedole; subject to court approval, against the insolvent Company as part of the expense of liquidation to the extent of a proportionate share of the benefit which may

The He willer may Cottset; and palance to whether on account of premiums, commissions, claims, losses, adjustment expense, salvage or any other amount(s) due from one party to the other under this Certificate of Reinsurance or under any other agreement heretofore or hereafter entered into between the Company and the Reinsurer, whether acting as assuming reinsured or as ceding

EXCESS OF LOSS

-Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in item 7 except ten (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsurance afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calculation of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.

The terms of this Cortificate of Reinsurance shall not be weived or changed except by endorsement issued to form a part-hereof, executed by a duly authorized representative of the Reinsurer.

75 DAYS

In Hitness Thereof, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and Secretary at New York, New York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

CONSTITUTED REMINDER CORPORATION

EXHIBIT Y

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET . NEW YORK, N.Y. 10038

CEDING COMPANY AND ADDRESS

THE NORTH RIVER INSURANCE COMPANY



NAME OF INSURED		COMPANY BOX	100 1000		***
WARNER LAMBERT COMPANY		DCL 00 13 50			
CITY			STATE		ZIP
MORRIS PLAINS		NEW JER	SEY		07950
REINSURANCE POLICY PERIOD 12/31/75 12/31/78	12/31/75 TO	12/31/78		RENEWAL CERTIFIC	ATE NO.
REPLACES CERTIFICATE NO.					
ITEM 1 - TYPE OF INSURANCE					
EXCESS UMBRELLA	LIABILITY				•
ITEM 2 - POLICY LIMITS & APPLICATION					
\$4,500,000 EACH OC APPLICABLE PART	CURRENCE AN OF \$5,000,000	ID IN THE AG EXCESS OF (GREGATE INDERLYI	WHERE NG INSURAI	NCE
ITEM 3 - COMPANY RETENTION		;			
\$3,500,000 SUBJECT	TO FACULTA	TIVE REINSUI	RANCE		
ITEM 4 - REINSURANCE ACCEPTED					
\$1,000,000 EACH OCC APPLICABLE PART O EXCESS OF UNDERLY	OF \$4,500,000	PART OF \$5,	GREGATE	WHERE HICH IS	
ITEM 5 - BASIS OF ACCEPTANCE EXCESS OF LOSS	Х сонтивити	G EXCESS	ΠN	ION-CONCURRENT	
ITEM 6 - PREMIUM			**************************************		
\$296,000.00 DEPOSIT, AT RATE ON FILE WI			JUSTABLI	E ANNUALI	.Y
ITEM 7 - CANCELLATION NOTICE	, .				
75 DAYS			•		

CONSTITUTION REINSURANCE CORPORATION

AUTHORIZED SIGNATURE
VICE PRESIDENT

CERTIFICATE OF REINSURANCE

CONSTITUTION REINSURANCE CORPORATION

110 WILLIAM STREET ... NEW YORK, NEW YORK 10038

herein called the Reinsure

REINSURING AGREEMENTS AND CONDITIONS

In consideration of the payment of the premium, and subject to the terms, conditions and limits of liability set forth herein and in the Declarations made a part here of, the Reinsurer does hereby reinsure the company's policylied as follows .5 :-- -,-

4. The Company warrants to retain for its own account, subject to treaty re-insurance if applicable, the amount of liability specified in Item 2 of the Decignations, unless otherwise declared to the Reinsurer, The liability of the Reinsurer. as specified in term 1 of the Declarations, multifoliow that of the Company and shall be subject in all responds to till are terms and conditions of the Company's lating to this European size As a making or authors in connection further m

- 9. In the print Louis dispatch of their and Dispatch for in the excitod to Company's inscheding the reserver, Resemblines or antitudes during the early have anything to under the Contribution of Religion to
- The Company that noticy the Remotes promptly of any occurrence which in the Landbarry's destinate or the while of injuries or damages sought, without it grad to load inty, multi-result will, udurant in an amount subtrained to cooled the Damid rate of Roomerance. The Compatitive float stock of the Amount artifact in the Southernoon in resource of the Southernoon in the Southerno which in the Lun barry's estimate or the value of injuries or damages sought, with-
- Discrimination of the property of the Community of the co the Company's grass 'oss payment, If there is no loss payment, it's Reinsurer shall pay its proportion of such expenses only in respect of business accepted on a contributing excess basis and then only in the percentage stated in Item 4 of the Declarations in the first layer of participation

Definitions

, James J

As used in this Certificate the following terms shall have the meaning set outposite each.

EXCESS OF LOSS The limit(s) of liability of the Reinsurer, as stated in Item 4 of the Declarations (Reinsurance Accepted applies(y) only to thet portion of los settlement(s) in excess of the applicable retention of the Company as stated in tem 3 of the Declarations

CONTRIBUTING EXCESS The Company's policy applies in excess at other welld insurance, relinsurance or a self-insurance reterrition and the limit of liability of the Reinsurer applies proportionally to all loss settlements in the percentagels) set

TOTAL TAREST TOTAL

MON-CONCURRENT
The reinsurance provided does not apply to any max nids or rishall flows or learning control under the Company's policy other the those specifically set forth in the Deglarations. The retention of the Company's policy applied only to the hazards or risks of fossion damage specifically described in the Declarations.

- The Reinsurer will be paid or credited by the Company with its proportion of salvage, that is, is moursement obtained or recovery made by the Company, that is, is moursement obtained or recovery made by the Company, in making such recovery. If the reinsurance of forced by this Conflictuate is on the excess of loss basis, salvage shall be applied on the inverse original which liability attaches.
- The Company will be liable for all taxes on premiums caped to the Reinsurer under this Certificate of Reinsurance.
- 4 In the event of the insolvency of the Company, the reinsurance provided by this Cartificite shall be payable by the Reinsurer on the pairs of the licentry of the Company under the patrophese reinsured, without a minution because of of the Company under the policy/less reinsured, windout a minution area as a forest insolvency, streeth in the Company or his resilient, l'quichtur, ar stratograment, the Rainbura, shall be given/myriten, requerat the pendancy of secundary management the Company on the Efficy/less reinsured thefologies within a resiliability that the first to the insolvency processings. The Rainburar thall have the first to investigate aton turn that man intercopy, at it own expense, in the arroses of whole such claim is to be equicinated, any selenses which it minuters in the management of the resiliability of the company or its receiver, liquidator, or statutor. Succession The expenses the insolvent Company as part of the expense in open to court expenses, and the expense of insolvent Company as part of the expense. of iguidation to the extent of a proportionate area of the penalti which may because to the Company solety as the result of the defease spectraken by the Reinsurer
- 1. The Reinsurer may loffset any balancs[s] whether on account or one memory commissions, commissions, commissions, commissions, commissions, commissions, commissions, commissions are party to the other under this Daruffuet or Reinsulation under any some agreement hereinfore or hereafter entered into devices the Company and the Reinsurer, whether acting as assuming reinsurer or as ceding
- 3. Should the Company's policy be cancelled this Certificate shall terminate automatically at the same time and date. This Certificate may also be cancelled by the Company or by the Reinsurer upon not less than the number of days shown in Item 7 exception (10) days for non-payment of premium with prior written notice, one to the other, stating when thereafter the reinsyrance afforded hereby shall terminate. Proof of mailing shall be deemed proof of notice and calculations. tion of the earned premium shall follow the Company's calculation in the use of short rate or pro rata tables.
- K. The terms of this Certificate of Reinsurance shall not be waived or changed except by endorsement issued to form a part hereof, executed by a duly authorszed representative of the Reinsurer.

Said Dimais

31 Milness Milereal, CONSTITUTION REINSURANCE CORPORATION has caused this Certificate of Reinsurance to be signed by its President and York, but the same shall not be binding upon the Reinsurer unless countersigned by an authorized representative of the Reinsurer.

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11

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NUCLEAR INCIDENT_EXCLUSION CLAUSE - LIABILITY - REINSURANCE

- (1) This reinsurance does not cover any loss or liability accruing to the Company as a member of, or subscriber to, any association of insurers or reinsurers formed for the purpose of covering nuclear energy risks or as a direct or indirect reinsurer of any such member, subscriber or association.
- (2) Without in any way restricting the operation of paragraph (1) of this Clause it is understood and agreed that for all purposes of this reinsurance all the original policies of the Company (new, renewal and replacement) of the classes specified in Clause II of this paragraph (2) from the time specified in Clause III in this paragraph (2) shall be deemed to include the following provision (specified as the Limited Exclusion Provision):

Limited Exclusion Provision.*

- I. It is agreed that the policy does not apply under any liability coverage,
 - to bodily miury or property damage with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability.
- II. Family Automobile Policies (liability only), Special Automobile Policies (private passenger automobiles. liability only), Farmers Comprehensive Personal Liability Policies (liability only), Comprehensive Personal Liability Policies (liability only) or policies of a similar nature; and the liability portion of combination forms related to the four classes of policies stated above, such as the Comprehensive Dwelling Policy and the applicable types of Homeowners Policies.
- III. The inception dates and thereafter of all original policies as described in II above, whether new, renewal or replacement, being policies which either
 - (a) become effective on or after 1st May, 1960, or
 - (b) become effective before that date and contain the Limited Exclusion Provision set out above; provided this paragraph (2) shall not be applicable to Family Automobile Policies, Special Automobile Policies, or policies or combination policies of a similar nature, issued by the Reassured on New York risks, until 90 days following approval of the Limited Exclusion Provision by the Governmental Authority having jurisdiction thereof.
- (3) Except for those classes of policies specified in Clause II of paragraph (2) and without in any way restricting the operation of paragraph (1) of this Clause, it is understood and agreed that for all purposes of this reinsurance the original liability policies of the Company (new, renewal and replacement) affording the following coverages:

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Protective Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability)

shall be deemed to include, with respect to such coverages, from the time specified in Clause V of this paragraph (3), the following provision (specified as the Broad Exclusion Provision):

Broad Exclusion Provision.

It is agreed that the policy does not apply:

- I. Under any Liability Coverage, to bodily injury or property damage
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by: Nuclear Energy Liability heurance Association, Mutual Atomic Energy Limbility Underwriters or Nucleur Insurance Association of Canada, or would be an
 - insured under any such policy but for its termination upon exhaustion of its limit of liability; or (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating
 - to first aid,

 - bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material to bodily mjury
 - and arising out of the operation of a nuclear facility by any person or organization.

ENDORSEMENT

NO. 1

FOR ATTACHMENT TO CERTIFICATE NO. 62998

BETWEEN A/C: WARNER LAMBERT COMPANY R/I: NORTH RIVER INSURANCE COMPANY # DCL 00 13 50 CONSTITUTION REINSURANCE CORPORATION. EFFECTIVE DATE OF THIS ENDORSEMENT DECEMBER 31, 1975

FROM. 12:01 O'CLOCK A.M. STANDARD TIME OF THE ABOVE EFFECTIVE DATE IT IS UNDERSTOOD AND AGREED THAT THE CERTIFICATE OF WHICH THIS ENDORSEMENT FORMS A PART IS HEREBY AMENDED IN THE FOLLOWING PARTICULARS:

FOR VALUE RECEIVED, IT IS UNDERSTOOD AND AGREED THAT THE FOLLOWING ITEMS SHALL BE AMENDED TO READ AS FOLLOWS:

ITEM 2 - POLICY LIMITS AND APPLICATION

\$5,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE EXCESS OF PRIMARY

ITEM 3 - COMPANY RETENTION

\$4,000,000 SUBJECT TO FACULTATIVE REINSURANCE

ITEM 4 - REINSURANCE ACCEPTED

\$1,000,000 EACH OCCURRENCE AND IN THE AGGREGATE WHERE APPLICABLE PART OF \$5,000,000 IN EXCESS OF PRIMARY

ALL OTHER TERMS AND CONDITIONS REMAIN UNALTERED.

COUNTERSIGNED AT NEW YORK, NEW YORK THIS

In 知itnebe 迎herent, the constitution reinsurance corporation has caused this endorsement to BE SIGNED BY ITS PRESIDENT AND SECRETARY AT NEW YORK, NEW YORK, BUT THE SAME SHALL NOT BE BINDING UPON THE REINSURER UNLESS COUNTERSIGNED BY ANOTHER OFFICER OF THE REINSURER.

20th

DECEMBER DAY OF

MATITUTION REINSURANCE CORPORATION

COMPANY COPY-

ENDORSEMENT

NO. 2

	FOR ATTACHMENT TO CERTIFICATE NO. 6	2988 BETWEEN A/	C: WARNER	LAMBERT COMPANY	
	R/1: NORTH RIVER INSURANC CONSTITUTION REINSURANCE CORPORATIO	E COMPANY #DCE	001350	and	
	FROM 12:01 O'CLOCK A.M. STANDARD TIM THE CERTIFICATE OF WHICH THIS ENDORSEA	E OF THE ABOVE EFFECTIV MENT FORMS A PART IS HE	'E DATE IT IS UND REBY AMENDED IN	ERSTOOD AND AGREED THA THE FOLLOWING PARTICULAR	.T 5.
	IT IS UNDERSTOOD AND AGREED THAT:				
	ITEM 1 - TYPE OF INSURANCE	O.V.	· ·	AUDIT NCEPTION DATE	
	ITEM 2 - POLICY LIMITS AND APPLICATION	ON		EXPIRATION DATE	
	☐ ITEM 4 - REINSURANCE ACCEPTED		-	NAME OF INSURED	
	ITEM 5 - BASIS OF ACCEPTANCE ITEM 6 - PREMIUM			ENDORSEMENT NUMBER	
	ITEM 7 - CANCELLATION NOTICE				
 [X]	HALL BE XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	EXTENDED TO EXPI	RE ON:		
	JANUARY 1, 1979				
Γ	ADDITIONAL PREMIUM	RETURN PR	EMIUM	CEDING COMMISSION	
	\$270.40 NET		_		
	4 L 7 O . 4 O . NC 7				
tum.	ALL OTHER TERMS AND CONDITIONS REMAIN	UNALTERED.			
	The same a second of the same and a			ALLERO THE ENDOPERIEST TO	
	In 運itness 羅herenf, the Constitu BE SIGNED BY ITS PRESIDENT AND SECRETA UPON THE REINSURER UNLESS COUNTERSIGN	RY AT NEW YORK, NEW	YORK, BUT THE S	AME SHALL NOT BE BINDING	
				()	
	(1/1Qla)	(1)	7	anddringer	
	Secretary		/4	President	
	COUNTERSIGNED AT NEW YORK, NEW YORK	THIS 8th	DAY OF	NOVEMBER , 19 78	
			TITUTION REINSUR	ANCE CORPORATION	
		50	vorvas.	D. Levine	

FM 16.0.112 (4-78)

COMPANY COPY

CAI	へつじ	CEI	AFNT

NO. 3

FOR ATTACHMENT TO CERTIFICATE NO. 6 R/I: THE NORTH RIVER INSUR CONSTITUTION REINSURANCE CORPORATION	ANCE COMPANY #OCL 00131	and
FROM 12:01 O'CLOCK A.M. STANDARD TIME THE CERTIFICATE OF WHICH THIS ENDORSEM IT IS UNDERSTOOD AND AGREED THAT:	OF THE ABOVE EFFECTIVE DATE IT IS UND ENT FORMS A PART IS HEREBY AMENDED IN	DERSTOOD AND AGREED THAT I THE FOLLOWING PARTICULARS.
ITEM 1 - TYPE OF INSURANCE ITEM 2 - POLICY LIMITS AND APPLICATION ITEM 3 - COMPANY RETENTION ITEM 4 - REINSURANCE ACCEPTED ITEM 5 - BASIS OF ACCEPTANCE ITEM 6 - PREMIUM ITEM 7 - CANCELLATION NOTICE)	AUDIT NCEPTION DATE EXPIRATION DATE VAME OF INSURED ENDORSEMENT NUMBER CANCELLED
SHALL BE AMENDED TO READ AS FOLLOWS:	" ".	
CHARGED FOR THE PERIOD OF DE	CEMBER 31, 1978 TO JANUARY	1, 1979 HAS BEEN
ADDITIONAL PREMIUM	return premium	CEDING COMMISSION
\$24,000.00 NET		
ALL OTHER TERMS AND CONDITIONS REMAIN	UNALTERED.	
In 海three 海hereof, The Constitution BE SIGNED BY ITS PRESIDENT AND SECRETAL UPON THE REINSURER UNLESS COUNTERSIGN	ION REINSURANCE CORPORATION HAS C. RY AT NEW YORK, NEW YORK, BUT THE S ED BY ANOTHER OFFICER OF THE REINSURI	AUSED THIS ENDORSEMENT TO AME SHALL NOT BE BINDING ER.
J.J. Alau Secretary	i A	and funders President
COUNTERSIGNED AT NEW YORK, NEW YORK T	THIS 24th DAY OFCONSTITUTION REINSUR	JULY , 19 79
	Thomas D	Davina

FM 16.0.112 (4-78)

COMPANY COPY